May __, 1998

Mr. Wynn Jackson
President
Country Club Enterprizes, Inc.
2602-B Westwood
Nashville, Tennessee 37204

Dear Mr. Jackson:

This letter, when countersigned below, constitutes the agreement (the "Agreement") between Country Club Enterprizes, Inc., a Tennessee corporation with executive offices located at 2602-B Westwood Drive, Nashville, Tennessee, 37204 ("CCE"), and Philip Morris Incorporated, a Virginia corporation with executive offices located at 120 Park Avenue, New York, New York 10017 ("Philip Morris"), pursuant to which CCE will render services for Philip Morris under the terms and conditions stated.

1. Services.

CCE will perform services in connection with the design and execution of a national dance competition (the "Competition") presented by Philip Morris' **MARLBORO** brand of cigarettes and nighttime promotional activities as set forth herein (the "Program"). The Program will be conducted at seventy-five clubs designated or approved in advance by Philip Morris (the "Clubs") within the five regions listed on Exhibit A attached hereto during the period beginning September 1, 1998 through December 31, 1998. The Competition will consist of three stages: local level, regional level and national finals, each to be held in Clubs selected or approved in advance by Philip Morris. In certain Clubs designated by Philip Morris, the Program will include a dance workshop coordinated by CCE and musical performances by artists to be provided by third parties designated by Philip Morris (each a "Concert"). Among other services, CCE will:

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(a) provide the personal services of Wynn Jackson, which are the essence of the Agreement;

(b) provide all services customarily performed by a professional producer, and other services reasonably requested by Philip Morris in connection with the Program, including all matters relating to the creation, development, promotion and execution of the Program. CCE will provide sufficient staffing, satisfactory to Philip Morris, to conduct the Program at each Club. CCE will use best efforts to ensure that all equipment and materials necessary for the Program will be in full working order throughout the Program;

(c) research and advise Philip Morris of current trends in country dancing and deliver written recommendations if and when requested by Philip Morris;

(d) research and advise Philip Morris about the design and production of Competition elements and ancillary and promotional materials with the goal of creating a first-class dance competition;

(e) use best efforts to ensure that all participants in the Program are twenty-one years of age or older;

(f) conduct research to determine the most suitable Clubs for the Competition and the Concerts. Clubs selected must have a proven track record of being frequented by the intended audience, permit smoking to the extent permitted by law and, in the case of Clubs where Concerts are to be held, have music stage performance capabilities. CCE will submit each proposed Club to Philip Morris for preliminary approval as soon as such Club is identified. CCE will provide a complete list of Clubs to Philip Morris for final approval no later than July 8, 1998;

(g) enter into a written agreement in the form attached hereto as Exhibit B (the "Club Agreements") with an authorized representative of each Club to secure for Philip Morris the right to conduct the Program at the Club. Each Club must have a policy of physically identifying persons twenty-one years of age or older. Each Club must agree that they will not conduct or permit to be conducted any tobacco-sponsored promotions in the Club for a period sixty days prior to and sixty days following the date of the Program to be held at the Club. CCE will not enter into any Club Agreement without having obtained Philip Morris' advance approval. CCE will deliver to Philip Morris a copy of each Club Agreement upon execution and in no event less than six weeks prior to the commencement date of the Program in such Club;

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(h) use best efforts to ensure that each Club complies with all terms of the Club Agreement and Competition elements;

(i) design, schedule and implement, subject to the approval of Philip Morris, all aspects of the Program including signage placement and decoration in and around each Club including, if and where permissible:

i) interior and exterior signage; and
ii) interior and exterior banner placement;

(j) break down and securely store all Program materials and Program-related equipment during the Program;

(k) place and refill bar materials (including bar organizers, drinking cups and napkins) at the Clubs;

(l) subject to the prior approval of Philip Morris, make all necessary arrangements for the Program;

(m) promptly notify Philip Morris, in writing, if CCE becomes aware of any local laws or governmental regulations that may affect the Program, including laws or regulations prohibiting the display or distribution of promotional materials at the Club;

(n) obtain all releases and consents necessary for the performance of CCE's duties. CCE warrants that it has obtained, or has ensured that the appropriate Club has obtained, all appropriate consents or licenses from ASCAP, BMI or other similar licensing organizations;

(o) retain, train, supervise and assume complete responsibility for sufficient personnel (the "Staff") to conduct and administer the Program at each Club in accordance with the Competition's official rules and applicable laws, regulations and ordinances. All Staff members will be persons reasonably satisfactory to Philip Morris;

(p) develop and conduct training programs for the Staff, with all elements of the training subject to the advance approval of Philip Morris;

(q) in connection with the Concerts, CCE will:

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i) cooperate and work with Philip Morris and third parties designated by Philip Morris on all matters relating to the organization and execution of the Concerts in accordance with the Club Agreements;

ii) provide the services of an emcee acceptable to Philip Morris to conduct each Concert whose contract will include provisions acceptable to Philip Morris. The emcees will utilize scripts to be provided by Philip Morris prior to each Concert;

(r) cooperate and work with Philip Morris and third parties designated by Philip Morris, on all other matters relating to the organization and execution of the Program, including cooperating with local Philip Morris sales personnel;

(s) coordinate the distribution of all Program and other promotional materials (the "Materials") to each Club, and use best efforts to ensure that the Materials are placed, displayed and maintained at the Clubs in accordance with Philip Morris' instructions;

(t) ensure that no promotional or advertising materials of any other tobacco manufacturer will be permitted at any Club during the Program without the prior, written approval of Philip Morris. If Clubs are contractually required to maintain fixed tobacco advertising, CCE must notify Philip Morris in writing of the existence of the advertising prior to the execution of Club Agreements;

(u) produce and deliver to Philip Morris for its advance approval a guide booklet for the Clubs, make revisions to the booklet if and when requested by Philip Morris and, upon final approval by Philip Morris, distribute the booklet to the Clubs;

(v) develop and execute a written plan for the Competition (the "Competition Plan") which must be submitted to Philip Morris for approval one month prior to the first date of the Competition. The Competition Plan will include the banner and signage requirements of the Clubs. Once the Competition Plan has been accepted and approved by Philip Morris, CCE will use best efforts to execute the Competition in conformance with the Competition Plan, unless otherwise agreed by Philip Morris;

(w) produce and deliver to Philip Morris for its advance approval the following Competition materials: (i) Official Entry Form, including Liability/Publicity Release in a form provided or approved in advance by Philip Morris; (ii) general

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Competition outline booklet; (iii) Competition judges' workbook; (iv) Official Rules for the Competition; and (v) other materials required for the administration of the Competition. CCE will revise the materials if and when requested by Philip Morris and, upon final approval of the materials by Philip Morris, distribute the materials as directed by Philip Morris;

(x) ensure that all contestants participating in the Competition complete and sign the Official Entry Form and Liability/Publicity Release provided or approved in advance by Philip Morris, and deliver the original Official Entry Forms and Liability/Publicity Releases to a location designated by Philip Morris;

(y) develop, in consultation with Philip Morris, a mechanism whereby contestants can be fairly and impartially judged against selection criteria designated or approved in advance by Philip Morris and clearly communicated to contestants;

(z) in accordance with judging criteria and methods to be developed jointly by CCE and Philip Morris, manage and conduct the selection of prize winners who best satisfy the judging criteria established for each level of the Competition;

(aa) coordinate distribution of prizes at the local, regional and national levels of the Competition to contestants selected as winners in accordance with the criteria designated or approved in advance by Philip Morris and in accordance with the Official Rules for the Competition;

(ab) submit I.R.S. Form 1099s on or before January 15, 1999 for prizes furnished with a fair market value in excess of $600;

(ac) in all jurisdictions where required, file registration forms and deliver surety bonds supplied by Philip Morris for the retail value of all prizes awarded in connection with the Competition;

(ad) coordinate contestant travel at each level of the Competition, and deliver to Philip Morris travel schedules and receipts for all contestant travel expenses in accordance with the operating budget attached hereto as Exhibit C (the "Operating Budget");

(ae) coordinate the production of a compact disc recording that contains a promotional announcement for the Program (the "CD"); obtain all necessary approvals and releases in connection with the production of the CD; deliver a complete CD to Philip Morris for its advance approval; produce eighty copies of the CD and distribute one CD to each

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Club and the remaining CDs to the locations designated by Philip Morris, on or before the dates designated by Philip Morris; and instruct the Clubs on the proper use of the CD;

(af) regularly report to Philip Morris the progress of pre-Program planning and organization and of the Program; deliver to Philip Morris weekly status reports throughout the term of the Agreement, written recommendations and a final wrap-up report in forms satisfactory to Philip Morris and promptly implement the requests of Philip Morris;

(ag) attend meetings as and when requested by Philip Morris at Philip Morris headquarters in New York, New York or at other locations designated by Philip Morris; and

(ah) perform in accordance with the highest industry standards prevailing for similar professional services within the United States. The parties intend to provide the best possible atmosphere and environment for the Program and CCE will use its best efforts to accomplish this end.

2. Rights of Philip Morris.

(a) Representatives of Philip Morris may be present at each Club during the Program to see that CCE and the Clubs comply with the terms and conditions of the Agreement and the Club Agreements. CCE will cooperate with the representatives and with third parties designated by Philip Morris if, as and when reasonably requested by Philip Morris.

(b) Philip Morris will supply or have the right to approve or reject in advance, all material to be used, and the manner of such use, at or in connection with the Program, including advertising, entry forms, and promotional materials.

(c) Philip Morris or third parties designated by Philip Morris will place banners, promotional displays and other materials at locations in and around the Clubs in accordance with applicable local regulations and the terms and conditions of the Club Agreements.

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3. Payment.

In full and complete consideration of the services provided throughout the term of the Agreement, Philip Morris will pay CCE a fee of $95,000. Philip Morris will pay CCE $17,500 within thirty days after execution of the Agreement and submission of an

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invoice, seven monthly payments of $8,500 each, within thirty days after submission of an invoice on or about the first day of each month beginning June 1, 1998 through December 1, 1998, and the remaining balance of $18,000 within thirty days after submission of an invoice, submission of the wrap-up report and CCE's complete performance of its obligations under the Agreement to the reasonable satisfaction of Philip Morris.

4. Expenses.

(a) Operating Expenses. CCE has submitted the Operating Budget to Philip Morris for its advance approval. Philip Morris will pay budget advances to CCE in accordance with the schedule attached hereto as Exhibit D (the "Budget Advances"). The Budget Advances may be used only for approved expenditures in the categories set forth in the Operating Budget (the "Operating Expenses"). CCE may not apply funds allocated to one category to Operating Expenses incurred in another category without the prior, written approval of Philip Morris. CCE will deliver to Philip Morris within ten days after the end of the month covered by each Budget Advance itemized receipts for the Operating Expenses incurred during such month (the "Receipts"). With the Receipts, CCE will also deliver a written reconciliation of each Budget Advance against the Receipts (the "Monthly Statement"). If any Budget Advance exceeds the actual amount incurred for a given month, Philip Morris will deduct the amount of the overage from the amount payable to CCE pursuant to the next Monthly Statement. All Operating Expenses in excess of $25 must be submitted with receipts. All Operating Expenses in excess of $250 which are not included in a budget approved by Philip Morris must be approved in advance by Philip Morris. Total Operating Expenses throughout the term of the Agreement will not exceed $308,925 without the prior, written approval of Philip Morris.

(b) Administrative Expenses. Philip Morris will reimburse CCE, at cost, for reasonable, competitively priced out-of-pocket expenses incurred by CCE in providing services pursuant to the Agreement, including staff travel, accommodations, meals, long distance telephone calls and shipping and postage ("Administrative Expenses"). All Administrative Expenses in excess of $25 must be submitted with receipts. All Administrative Expenses in excess of $250 must be approved in advance by Philip Morris. Total Administrative Expenses, including advances, throughout the term of the Agreement will not exceed $61,070 without the prior, written approval of Philip Morris.

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5. Records.

CCE, its employees and agents will maintain detailed and accurate books and records of account with respect to activities undertaken on behalf of Philip Morris in

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connection with the Agreement. Philip Morris or its designated agent may inspect, review and copy CCE's books and records at reasonable times during normal business hours upon reasonable, advance notice to CCE and at the expense of Philip Morris.

6. Term and Termination.

(a) The term of the Agreement will commence as of the date of the Agreement, and will continue until the later of December 31, 1998 or CCE's complete performance of its obligations under the Agreement to the reasonable satisfaction of Philip Morris.

(b) Philip Morris may terminate the Agreement, with or without cause, upon thirty days' advance, written notice to CCE. If Philip Morris terminates the Agreement without cause, Philip Morris will have no liability to CCE after the termination date specified in Philip Morris' notice of termination, with the exception of fees earned for services satisfactorily performed, and documented disbursements or binding written commitments to make disbursements properly incurred, prior to the date of termination specified in Philip Morris' notice of termination. The payments will be made within sixty days after Philip Morris' receipt of written notice from CCE of the amounts due. Philip Morris will have no obligation for disbursements made or obligations assumed after the date of termination specified in Philip Morris' notice of termination or for the portion of payments attributable to services to be rendered after the termination date specified in Philip Morris' notice of termination.

(c) If any federal, state, municipal or local law, regulation, ordinance, order, ruling, judgement, consent decree or other governmental action becomes effective that makes the promotion of tobacco products as contemplated by the Agreement unlawful, impracticable or, in the judgment of Philip Morris, materially reduces the value of the Agreement to Philip Morris, the Agreement may be terminated by Philip Morris as of the effective date of the law, regulation, ordinance, order, ruling, judgment, consent decree or action. If the Agreement is so terminated, CCE will refund to Philip Morris all amounts paid to CCE by Philip Morris in connection with the Agreement. CCE may deduct from the refund all documented nonrecoverable costs properly incurred by CCE on behalf of Philip Morris in connection with the Agreement. CCE will immediately deliver documentation for all such costs deducted.

(d) CCE will assign to Philip Morris all of CCE's interests, rights and obligations under Club Agreements entered into by CCE with respect to the Program upon CCE's receipt of written notice of termination of the Agreement.

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7. Confidentiality.

CCE, its employees and agents will hold strictly confidential the existence and terms of the Agreement and all information and materials provided by Philip Morris to CCE or created or acquired by CCE in performing services pursuant to the Agreement. CCE will not use or disclose the existence of terms of the Agreement, the information or materials, or any other confidential information to third parties without the prior, written consent of Philip Morris. Upon the termination or expiration of the Agreement, CCE will return promptly all materials to Philip Morris. CCE's obligation to maintain confidentiality will survive the termination or expiration of the Agreement.

8. The **MARLBORO** Name.

CCE recognizes and acknowledges that the **MARLBORO** name and the name of any and all Philip Morris brands and the designs, emblems, slogans and insignia thereof, and the goodwill associated therewith, have great value and are the sole property of Philip Morris. CCE agrees that it has and will claim no right, title or interest in or to the same or the right to use the same except the limited right to use pursuant to the terms and conditions of the Agreement.

9. Indemnity.

CCE agrees to indemnify and hold harmless Philip Morris, its affiliates and each of their respective officers, employees, directors and agents, from all claims, liabilities, costs and expenses, including reasonable attorneys' fees, that arise from, or may be attributable to any error, omission or fault of CCE. CCE's obligation to indemnify and hold harmless will survive the termination or expiration of the Agreement.

10. Insurance. **[PLEASE CONFIRM]**

(a) Within ten days after execution of the Agreement, CCE will deliver to Philip Morris original certificates of insurance issued by insurers acceptable to Philip Morris evidencing coverage for: (i) comprehensive general liability, including contractual, participants' and spectators' liability, with a combined single limit of no less than $1,000,000 per occurrence for bodily injury, including personal injury, and property damage; (ii) comprehensive automobile liability, including non-owned and hired vehicles, with bodily injury limits of no less than $1,000,000 per person, $1,000,000 per accident and property damage limits of no less than $1,000,000 per accident. CCE will also provide proof of insurance for statutory workers' compensation coverage meeting all state and local

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requirements for the jurisdictions in which services will be performed, including coverage for employers' liability with limits of no less than $100,000 per occurrence and $500,000 aggregate.

(b) The certificates of insurance required by subparagraphs 10(a)(i) and 10(a)(ii) hereof must name Philip Morris, its affiliates, employees and assigns as additional insureds and must state that Philip Morris will be provided at least thirty days' advance, written notice of a cancellation or modification of the insurance. The insurance required must be primary coverage without right of contribution from any other Philip Morris insurance. Insurance maintained by Philip Morris is for the exclusive benefit of Philip Morris and will not inure to the benefit of CCE.

(c) If and when Philip Morris requests that CCE obtain additional insurance in connection with CCE's performance of services pursuant to the Agreement, CCE will obtain the additional insurance requested by Philip Morris, and the parties will negotiate in good faith an appropriate apportionment of the cost of the additional insurance.

11. Independent Contractor.

CCE is and will at all times remain an independent contractor and nothing in the Agreement will be construed to create an association, partnership, joint venture or relation of principal and agent or employer and employee between Philip Morris and CCE or CCE's employees or agents within the meaning of any federal, state or local law. Except as specifically stated in the Agreement, CCE will not enter into any agreement, oral or written, on behalf of Philip Morris or otherwise obligate Philip Morris without Philip Morris' advance, written approval.

12. Exclusivity.

During the term of the Agreement, and for the six months thereafter, CCE will not, without the prior, written consent of Philip Morris, engage in comparable activities within the United States promoting any other tobacco product or engage in consulting, promotional publicity or similar activities for any person, company or other entity the business of which competes with any tobacco product of Philip Morris.

13. Third Party Contacts.

If at any time CCE is contacted by a third party, including the media, other than as contemplated by the terms of the Agreement, concerning CCE's activities on behalf of Philip Morris, CCE will make no comment, immediately notify Philip Morris of the third

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party contact, and refer the third party to Philip Morris, Senior Vice President, Corporate Affairs.

14. Miscellaneous.

(a) The Agreement and all matters collateral hereto will be governed by the laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York.

(b) CCE must comply with all applicable laws, regulations and ordinances affecting its performance of services pursuant to the Agreement, including the rules and regulations of each Club. CCE acknowledges that it is cognizant of the provisions of 15 U.S.C. §§ 1331 et seq.

(c) The Agreement is the complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the subject matter of the Agreement.

(d) If any provision of the Agreement is held invalid or unenforceable, the remaining provisions will remain in effect.

(e) The Agreement may not be modified, amended or assigned except by a writing signed by both parties. If an assignment occurs, the assignment will not relieve the assigning party of its liabilities or obligations under the Agreement.

(f) A waiver by either party of any term or condition of the Agreement in any one or more instances will not constitute a permanent waiver of the term or condition or any other term or condition of the Agreement or a general waiver.

(g) Notices provided under the terms of the Agreement will be in writing and sent by certified mail, return receipt requested. Notices to CCE will be sent to Country Club Enterprizes, Inc., 2602-B Westwood, Nashville, Tennessee 37204, Attention: Mr. Wynn Jackson. Notices to Philip Morris will be sent to Philip Morris Incorporated, 120 Park Avenue, New York, New York 10017, Attention: Director, Event Marketing.

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If this letter accurately sets forth our understanding please signify your acceptance and agreement by executing and returning both of the enclosed copies of this letter. We will forward one fully executed copy to you.

Very truly yours,

PHILIP MORRIS INCORPORATED

By: _____

Title: _____

ACCEPTED AND AGREED AS OF
THE DATE OF THIS LETTER:

COUNTRY CLUB ENTERPRIZES, INC.

By: _____
Wynn Jackson

Title: _____

Taxpayer ID No.: _____

Filing Status: _____

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EXHIBIT A

Marlboro Country Nights Dance Showdown '98

Regions

[TO BE PROVIDED]

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